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COUNTY ACT SUBSTITUTE

Text of Two of the Achi District Bills.

Following are two of the seven acts prepared by Senator Achi to take the place of the County law:

AN ACT TO AUTHORIZE THE ELECTION OF DISTRICT MAGISTRATES.

Be it enacted by the Legislature of the Territory of Hawaii:

Section 1. District Magistrates shall be elected by electors in each District, where such Magistrates have jurisdiction. They shall be electors of the District at the time of the election. Their salaries shall be appropriated by the Legislature.

The duties of District Magistrates shall be the same as are now exercised by District Magistrates, or may be provided by law.

Section 2. The term of office of District Magistrates elected under this Act shall be two years from the first day of January next after the election. Provided that all Magistrates in office at the time of the first election shall be allowed to serve for the balance of such terms, or thereafter until their successors are elected and qualified unless previously removed.

Section 3. A District Magistrate may be removed from office for cause by the Supreme Court.

In case of removal of any District Magistrate as aforesaid, or in case of vacancy in office for any cause, the Chief Justice or any Judge of the Supreme Court may appoint one in his place for the unexpired term of said Magistrate.

Section 4. An election for such Magistrates shall be held on the first Tuesday in June, A. D., 1905, from 8 o'clock a. m. to 5 o'clock p. m. at such polling places as now are provided or shall hereafter be provided according to law; and according to the rules and regulations of election for Representatives; and after that they shall be elected at each general election.

The election of such Magistrates shall be managed, conducted and controlled by the Inspectors of Election (or "who served at the last general election") in and for such District or in office at the time of such election.

The Governor is hereby directed to arrange the polling precincts so the voters or electors in each District shall have a chance to elect their Magistrates.

Section 5. In case of illness, temporary absence of any District Magistrate from the District for which he is appointed, or when for any cause any District Magistrate is disqualified to hear and determine any case which would by law come under his jurisdiction, it shall be lawful for the Chief Justice or any Judge of the Supreme Court to appoint some other person to perform the duties of such District Magistrate, who shall be called an Acting District Magistrate, and shall not exercise any judicial functions except in the contingencies above mentioned.

Section 6. This Act shall not be construed to repeal Section 937 of the Civil Code, nor Section 6 of Chapter IX, of the Laws of 1874, but it shall be optional for parties bringing suits, either civil or criminal, to take them before such Acting District Magistrate, or to the Circuit Judge, or Justice of the Supreme Court, as the case may be.

Section 7. The compensation of such Acting District Magistrate shall be such as may be agreed upon between him and the District Magistrate for whom he may act, and shall be paid out of the appropriation for salary of such District Magistrate.

Section 8. All laws or parts of laws inconsistent herewith are hereby repealed.

Section 9. This act shall go into effect on the first day of April, A. D., 1905.

AN ACT TO AUTHORIZE THE ELECTION OF DEPUTY SHERIFFS.

Be it enacted by the Legislature of the Territory:

Section 1. Deputy Sheriffs shall be elected by the electors in each District. They shall be electors of the District at the time of the election. Their salaries shall be as appropriated by the Legislature. The duties of Deputy Sheriffs shall be the same as are, or may be provided by law. They shall appoint policemen in their respective Districts, whose salaries or wages shall be as appropriated by the Legislature.

Section 2. The terms of office of Deputy Sheriffs elected under the provisions of this Act shall be two years, from the first day of January next after the election, except the first terms which will begin from the first day of July, A. D., 1905, to and including the 31st day of December, A. D., 1905.

Section 3. A Deputy Sheriff may be removed from office by the Sheriff of each island, or the Sheriff of any Judicial Circuit, with the consent and approval of the High Sheriff of the Territory.

In case of removal, death or resignation of any Deputy Sheriff, the Sheriff of each island or any Judicial Circuit shall appoint one in his place from among the police officers at the time in the District for the unexpired term of said Deputy Sheriff.

Section 4. An election for such Deputy Sheriffs shall be held on the first Tuesday in June, A. D., 1905, from 8 o'clock a. m. to 5 o'clock p. m. at such polling places as now are provided, or hereafter be provided according to law, and according to the rules and regulations of the elections of representatives; and after that they shall be elected at each general election.

Provided, however, the time of proclamation in this special election shall be made only for thirty days before election.

The election of such Deputy Sheriffs shall be managed, controlled and conducted by the Inspectors of election (or who served at the last general election) or in the office at the time of such election.

The Governor is hereby directed to arrange the polling precincts so that the voters, or electors in each District shall

have a chance to elect their Deputy Sheriffs.

Section 5. They shall give bonds as are or may be provided by law.

Section 6. All laws or parts of laws inconsistent herewith, are hereby repealed.

Section 7. This Act shall go into effect on the first day of April, A. D., 1905.

An Enjoyable Outing.

The most attractive day's outing is that afforded by the excursion down the railroad line. The **HALEIWA LIMITED**, a first-class train, leaves Honolulu every Sunday morning at 8:22 o'clock making the run in two hours, the rate for round trip being only \$2.00. From 10:22 a. m. until 8:10 p. m. is spent at the beautiful **HOTEL HALEIWA**, with fresh and salt water bathing, tennis, golf drives and walks, shooting or fishing and you are back in town at 10:10 o'clock in the evening.

A STORY OF GRAFTING

(Continued from page 1.)

not possibly have gone into any other hands but Mahaulu's.

Mr. Thompson said if it was circumstantial evidence all right, let it go to the jury, but the jury could not find evidence that was not there.

Mr. Prosser said there was evidence for the jury of Mahaulu's receipt for \$4500 in his own handwriting.

Judge Gear disclaimed the intention of binding the prosecution down to circumstantial evidence entirely, but said the court would have to charge the jury on circumstantial evidence as admitted. The jury having been called in, the court denied the motion for a directed verdict.

Mr. Thompson then moved that the prosecution be forced to elect on which count of the indictment it would proceed. Mr. Prosser for reply simply quoted the statute on that point and the court denied the motion, Mr. Thompson noting an exception.

LINE OF DEFENSE.

Mr. Thompson opened the case for the defense to the jury, saying in substance: "We are not going to deny that Mahaulu received from Mary E. Clark the sum of \$255. We are not going to deny that this amount is not shown by the books to have been credited to Mary E. Clark. We are not going to deny that \$4500 came into the Land Office from the Waiwae Company. We are going to show that for a long time prior to the receipt of these moneys there had been an indiscriminate handling of money in the Land Office. We are going to show that every dollar of these moneys had been paid into the Treasury, and that Stephen Mahaulu never received a dollar of his own use. When we prove that, we have proved all we want to."

MAHAULU TESTIFIES.

Stephen Mahaulu, defendant, being called and sworn testified to the following effect:

Am married. Have been in government employ since 1890, in the Land Office since 1898. Was clerk in 1901, sub-agent after that, under E. S. Boyd. Those in the office were myself, Boyd and George Rosa. I was appointed in 1901 as sub-agent. Boyd was Commissioner. I took in the cash during the time I was sub-agent. Put it in the safe.

Myself and Boyd had access to the safe. "H. K. B." was the combination when I went into the office. Prior to the time I was in Boyd was sub-agent. When I went into the office the combination was not changed. Initials in combination were those of Mrs. Boyd. The combination on the safe when I went into the office was continued all the time I was there. Boyd did know the combination of that safe, he did go into the safe. Boyd did not make a demand on me in August, 1903, for the combination as he testified. He never made such a demand. He knew the combination all the time. Besides myself Boyd went into the safe.

Q. Boyd testified in answer to a question of the court—"Did you ever open that safe and take any money out of it yourself?"—"No, sir." Is that true?

A. It is not true.

Q. Did Boyd at any time take money out of that safe?

A. Yes.

Had conversation with Boyd about \$255 paid by Mary E. Clark. There was a shortage and that money had to go in to balance the books. Boyd said:

"Take out that Waiwae payment and deposit it in the Treasury."

It was deposited with the Treasury, some time in June (consults book), the 20th. There was no official receipt given for that \$255. Boyd told me not to give an official receipt until the land had been inspected. He inspected the land himself. There never was an official receipt given for that money.

Had a conversation with Boyd about the \$4500 from the Waiwae Company. He told me to issue a receipt for that money and charge it up to the Honokaa Sugar Co. I got the money from the bank on the check. It was endorsed by Boyd. It was paid into the Treasury of the Territory of Hawaii. It does appear in the general cash, Jan. 23, deposited with the Treasury \$3800. The Waiwae check is included in that. He told me to charge it up to Honokaa Sugar Co.

Q. Did he give any reason why the \$4500 should be credited to any other than the Waiwae Company?

A. He told me there was a shortage on the Honokaa Sugar Co. It was cashed by me and turned over to the Treasury. The \$480 of Mau Sing Wai was turned into the Treasury. The \$500 of T. F. Lansing was also turned into the Treasury, but is not shown on the books because it went to cover up a shortage. I never received a dollar of these moneys. The shortage was Boyd's.

I remember a conversation Boyd had with me when he was going out of office. It was in November, 1903. He said:

"Stephen, you had better apply for my position and I will apply for the position of bookkeeper, so we can cover up the shortages."

He told me later he had applied for

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my position, he told me he saw the Governor, and that he had applied to the Central Committee. He told me that the \$4500 was part of the shortage he wished to cover up.

CROSS-EXAMINED BY MR. PROSSER.
The defendant testified as follows:

I first learned there was a shortage in 1900, before I became sub-agent. I was only a clerk then. Boyd had gone off on a vacation and I had the collecting of the money in the office. Mr. Brown wanted to see the cash. We went over the books and found there was a \$3000 shortage. I did not do a thing about it. Do not know if it was made up when Boyd came back. Brown knew when Boyd was away that there was \$3000 short. What explanation Boyd may have made to Brown I do not know.

I found there were other shortages when I became sub-agent. Cannot tell what was the total amount, think it was about \$3000. Do not know what other shortages there were. They amounted to a considerable, cannot state if they amounted to \$6000. I knew there were other shortages. Did not inform Mr. Brown. Knew there was a shortage by the books. Even when Brown went out and Boyd came in I never informed anybody. I knew Boyd took that money. He did not deposit it in the Treasury. He told me he would pay it by and by, he was my superior officer. All these moneys were finally paid into the Treasury to make up those previous shortages.

Mahaulu was shown the two receipts with the same number, 1206, and asked if the first one shown corresponded with the stub. He began fitting the receipt to the stub, when Mr. Prosser with a laugh asked:

"Is that the only way you can find out, by comparing the edges?"

Mahaulu said one of the papers was "a loose receipt."

"Then when you gave that receipt for \$4500 you intended to use that money for purposes other than that for which it was paid to you?" Mr. Prosser asked.

Mr. Thompson objected to the question and the court favored the objection, asking the Deputy Attorney General why he did not ask him what was his intent.

"I will ask any questions your Honor suggests," Mr. Prosser said. Then, to the defendant:

"What were your intentions in making this receipt out?"

Mahaulu—it was not my intent. It was through the instructions of my superior. He told me it was to be credited to the Honokaa Sugar Co. He did not tell me he was going to steal this money. The books show the money was received on account of the Honokaa Sugar Co.

Defendant said he had received money previous to October from the Honokaa Sugar Co., which he had credited to some other account. It was true that Boyd owed the \$4500 covered by the Honokaa Sugar Co. payment.

Boyd's shortage when he was removed from office was about \$10,000, I

think. During the time I was in the office I knew Boyd took \$7000. Nobody else was present at those private conversations.

I received \$255 from Mrs. Mary E. Clark. Am very positive. I made a statement to Mr. Peters in the office of the Attorney General in the month of May. I did answer a question at that time, saying "That was paid to Boyd." Did make the statement that I knew "because Mr. Clark was with Mr. Boyd." I was at that time very excited. I said I did see the money paid to Boyd.

"Why were you excited at that time?"

"Because I was taken up for examination before the Attorney General and the Government."

Mr. Prosser asked if he was more excited than at present and receiving an affirmative reply said the defendant was "getting used to examinations."

"I do not think those statements I made to Peters were very correct," defendant said in answer to a question. It came into his mind afterward that Clark came in to him after being with Boyd and paid the money to himself.

This money was not counted out in presence of Mr. Boyd. I don't think I was telling the truth, according to that (referring to a paper from which Mr. Prosser was quoting his statements to Mr. Peters.)

There was a warm interchange of compliments between counsel at this stage. Mr. Thompson mentioning "brown-beating" as to the cross-examination and "star chamber" as to the Attorney General's office. Mr. Prosser was sustained in the use of the paper on his remark. "The witness is testifying."

Mahaulu, to further questioning, continued: I think I did say, "I think he gave a draft." When I said that, I did not know he did not give a draft. (This referred to Mr. Clark's payment of money for his wife.)

Q.—How did you get it into your head that you had seen the money paid to Boyd?

A.—There was money stacked up on Boyd's desk. People were going into Boyd's private office and coming out all the time and the bell was ringing for me almost continually.

Mr. Prosser now produced a number of receipts showing payments by the Honokaa Sugar Co. Mr. Thompson objected to examination of the defendant thereon as being new evidence, to which the Deputy Attorney General replied that the exhibits related to the evidence that other money was used to cover up a shortage in the Honokaa Sugar Co. account.

It having reached 4:05 o'clock and Mr. Prosser saying he would require three hours more, the court adjourned until 10 o'clock this morning.

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MORE TEACHERS FOR THE Y. M. C. A. GYM

The association is fortunate in getting hold of more teachers so that all young men and boys may be accommodated. The morning class, just organized, already contains half a dozen H. R. T. & L. Co. men who could not conveniently come at any other time, and they are coming every weekday. They are quite enthusiastic under their accomplished teacher, Frederick Eugene Haley, holder of several Nova Scotia records. Mr. Haley will also be on hand promptly at 2:30 every Monday and Thursday to take charge of the Juniors for an hour. Every Monday and Thursday at 5 Mr. J. H. Harrison will see that something is doing in the Business Men's Class, which has missed a leader for a time. "Rem" Harrison needs no introduction. Mr. Raymond C. Axtell will next Monday evening at 7:30 start a new class to meet Mondays and Thursdays. Monday should be a popular night for those who are in educational classes. All the classes except Mr. Axtell's will be on the floor today. Saturday night on the indoor diamond the Iolanis cross bats with the High Schools.

REALTY TRANSACTIONS

Entered for Record Nov. 30, 1904.

Bishop & Co to Gear, Lansing & Co. Rel James Nalau to Tr of Alexandria Strauch D
W F Allen Tr to W M Campbell Rel Mary E Clark and hsb to Hawn Fruit & Plant Co Ltd. D
E Coit Hobron et al to Lord & Belsir BS

Recorded Nov. 19, 1904.

Est of S G Wilder Ltd to Wilder's Steamship Co; L; por Land Patent \$150, Kul 153, Iwilei Road, Honolulu, Oahu; 20 yrs @ \$1335.80 per yr. B 263, p 162. Dated Sept 30, 1904.

E de Harne and wf to Liebert H Boeynaems; D; int in por Gr 3747, Huala, Kohala, Hawaii; \$1. B 264, p 133. Dated Nov 11, 1904.

C Brewer & Company to L Chong; Rel; growing crops of cane on 220 A land, Iwalek, etc. Pahala, Kau, Hawaii; bldg, mose, goods, furniture, fixtures, etc. Pahala, Kau, Hawaii; \$10,000. B 199, p 17. Dated Nov 18, 1904.

I Fujiyama to Wm Kinney; CM; sugar cane growing on pcs land, Olaa, Puna, Hawaii; \$8000. B 262, p 144. Dated Oct 26, 1904.

Rose Kanoe to George M Raupp; M; por Ap 1, R P 2094, Kul 725, bldgs, etc. Kamakela, Honolulu, Oahu; - \$500. B 262, p 145. Dated Nov 1, 1904.

Frank J Turk to Sara J Cunningham; BS; bay mare, buggy, lap-robe and harness; \$200. B 265, p 287. Dated Nov 16, 1904.

Sara J Cunningham to Charles R Frazer; BS; bay mare, buggy, lap-robe and harness; \$175. B 265, p 288. Dated Nov 17, 1904.

Evan da Silva to J Maka and wf; Rel; 1/4 A land, Ponahawai, Hilo, Hawaii; \$350. B 256, p 150. Dated Nov 12, 1904.

J Maka and wf to Harriet F Coan; M; 2 pcs land, Ponahawai, Hilo, Hawaii; \$430. B 260, p 295. Dated Nov 10, 1904.

Samuel Kallimaf and wf to Sarah C Waters (Mrs); M; 15 A land, bldgs, etc. Kahua, Hilo, Hawaii; \$200. B 260, p 298. Dated Nov 14, 1904.

Emma A McGuire and hsb to Harriet F Coan; M; por Kul 3435, Walehu, Maui; \$250. B 260, p 300. Dated Nov 17, 1904.

Jacintho M de Gouveia Sr and wf et al to H Hackfeld & Co Ltd; M; 3 pcs land, Hilo, Hawaii; \$395. B 260, p 301. Dated June 14, 1904.

MAKES UP HIS MIND TODAY

Fred J. Church will make up his mind this evening as to whether or not he will accept the management of the Royal Hawaiian Hotel. If he takes hold it will be about December 15. Col. Macfarlane, the former manager, accompanied by Mrs. Macfarlane, departed for San Francisco yesterday on the Siberia. The Colonel will probably return on the same vessel.

COLDS are quickly cured by Chamberlain's Cough Remedy. It acts on nature's plan, loosens the cough, relieves the lungs and opens the secretions, effecting a permanent cure. It counteracts any tendency of a cold to result in pneumonia. For sale by all dealers. Benson, Smith & Co., Ltd., agents for Hawaii.

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